

CONTRACT
NO. <u>01-045-118700-0394</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence, and documents pertaining to this contract.

A. G. Contract No. KR93 2746TRN
ECS File: JPA 94-72
JPA No. 93-172
Project: Various
Section: Design Consultant Costs
Various County Locations

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 29 March, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA
COUNTY acting by and through its BOARD OF SUPERVISORS (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Congress has authorized appropriations for, but not
limited to, the design and construction of streets and primary,
feeder and farm-to-market roads; the replacement of bridges;
the elimination of roadside obstacles; and the application of
pavement markings.

NO. <u>18468</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/29/94</u>
<u>Richard H. Hagan</u> Secretary of State
By <u>Vicky Greenwood</u>

4. Such projects within the boundary of the County have been selected by the County and have been submitted to the Federal Highway Administration ("FHWA") for approval.

5. The only interest of the State in the projects is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the projects are authorized to be expended.

6. The work embraced by this agreement and the estimated individual project costs are as follows: VARIOUS HIGHWAY DESIGN PROJECTS.

- a. Location: River Road, LaCholla - Thornydale
Project No.: STP-PPM-0(45)
TRACS No.: 0000 PM PPM SS329 01D

Estimated Consultant Cost	\$	80,000.00
Pima County Cost	\$	12,000.00
Federal Aid Funds @ 94.3%	\$	86,756.00
Pima County Funds @ 5.7%	\$	5,244.00

- b. Location: LaCholla Blvd., Ruthrauff - Ina
Project No.: STP-PPM-0(46)
TRACS No.: 0000 PM PPM SS330 01D

Estimated Consultant Cost	\$	41,000.00
Pima County Cost	\$	6,000.00
Federal Aid Funds @ 94.3%	\$	44,321.00
Pima County Funds @ 5.7%	\$	2,679.00

- c. Location: LaCholla Blvd., Ina - Overton
Project No.: STP-PPM-0(47)
TRACS No.: 0000 PM PPM SS331 01D

Estimated Consultant Cost	\$	41,000.00
Pima County Cost	\$	6,000.00
Federal Aid Funds @ 94.3%	\$	44,321.00
Pima County Funds @ 5.7%	\$	2,679.00

- d. Location: La Cholla Blvd, Overton - Tangerine
Project No.: STP-PPM-0(48)
TRACS No.: 0000 PM PPM SS332 01D

Estimated Consultant Cost	\$	41,000.00
Pima County Cost	\$	6,000.00
Federal Aid Funds @ 94.3%	\$	44,321.00
Pima County Funds @ 5.7%	\$	2,679.00

- e. Location: Wetmore/Ruthrauff, Fairview - LaCholla
Project No.: STP-PPM-0(49)
TRACS No.: 0000 PM PPM SS333 01D

Estimated Consultant Cost	\$ 95,126.00
Pima County Cost	\$ 15,000.00
Federal Aid Funds @ 94.3%	\$ 103,849.00
Pima County Funds @ 5.7%	\$ 6,277.00

- f. Location: River Road, LaCholla - Camino De La Tierra
Project No.: STP-PPM-0(50)
TRACS No.: 0000 PM PPM SS334 01D

Estimated Consultant Cost	\$ 234,500.00
Pima County Cost	\$ 36,000.00
Federal Aid Funds @ 94.3%	\$ 255,081.00
Pima County Funds @ 5.7%	\$ 15,419.00

- g. Location: River Road, Camino De La Tierra - Thornydale
Project No.: STP-PPM-0(51)
TRACS No.: 0000 PM PPM SS335 01D

Estimated Consultant Cost	\$ 207,000.00
Pima County Cost	\$ 31,000.00
Federal Aid Funds @ 94.3%	\$ 224,434.00
Pima County Funds @ 5.7%	\$ 13,566.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the County with federal funds for design work addressed under this agreement at 94.3% of the project cost.

4. The County will provide the preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any

provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pima County Department of Transportation
Director
201 N. Stone Avenue - 3rd floor
Tucson, AZ 85701

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Mike Boyd

MIKE BOYD, Chairman
Board of Supervisors

By Robert P. Mickelson

ROBERT P. MICKELSON
Deputy State Engineer

MAR 08 1994

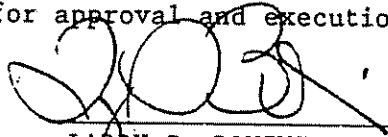
ATTEST

By Jane Williams
JANE WILLIAMS
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 25th day of October 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for federal reimbursement of seven various design projects in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



LARRY S. BONINE
Director

RESOLUTION NO. 1994-29

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR THE FUNDING, AND DEFINES THE RESPONSIBILITIES OF THE PARTIES, FOR RECEIPT OF FEDERAL HIGHWAY ADMINISTRATION REIMBURSEMENT FUNDS FOR VARIOUS DESIGN PROJECTS WITHIN PIMA COUNTY (ADOT JPA No. 93-172).

(DISTRICTS 1 & 3)

WHEREAS, Pima County has determined it to be in the best interest of the Public to enter into an Intergovernmental Agreement with ADOT for the purpose of acquiring Federal Highway Administration (FHWA) reimbursement funding, and defining responsibilities of the parties for various capital improvement design projects, and

WHEREAS, Congress has authorized appropriations for the design and construction of streets and primary feeder and farm to market roads, bridge replacements, and other transportation related improvements, and

WHEREAS, Pima County shall receive reimbursable funding in the amount of \$803,083.00(94.3%) from FHWA through ADOT for design work to be performed by Pima County, and

WHEREAS, Pima County has the funding available to participate in this FHWA program in the amount of \$48,543.00(5.7%) as its share of the associated costs of the design for various qualifying capital projects,

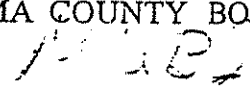
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

THAT Pima County enter into an Intergovernmental Agreement with ADOT (JPA No. 93-172) for the purpose of acquiring funding in the amount of \$803,083.00, and defining the responsibilities of the parties for various qualifying capital projects within Pima County, and

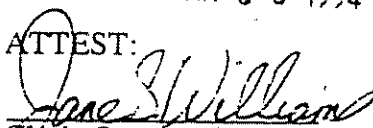
THAT the Chairman of this Board is hereby authorized and directed to sign the Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 8th day of March 1994

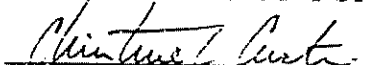
PIMA COUNTY BOARD OF SUPERVISORS


Chairman MAR 8 1994

ATTEST:

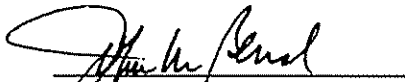

Clerk Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney

APPROVAL

The foregoing Intergovernmental Agreement (JPA 93-172: Design Consultant Costs Various County Locations) by and between Arizona Department of Transportation, and Pima County, has been reviewed this 12th day of January, 1994, and is hereby approved as to content.



John M. Bernal

Director

Pima County Department of Transportation
and Flood Control District

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and PIMA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20th day of January, 199 4

Chintz Ant.

Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2746-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of March, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G